

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B6400037

**PRINT DATE:** 10/31/15

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

TOTAL HEALTHCARE SOLUTIONS LLC  
38 PORTER STREET NE

WASHINGTON, MD 20002  
(202 ) 536-4838

### REFER QUESTIONS TO:

IRIS LESTER  
(410 ) 767-4612  
IRIS.LESTER@MARYLAND.GOV

### ITB:

**EXPR DATE:** 08/12/16  
**POST DATE:** 07/21/15

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

\*\*\*\*\* SMALL BUSINESS RESERVE \*\*\*\*\*

\*\*\*\*\*  
\* STATEWIDE CONTRACT \*  
\* FOR \*  
\* INCONTINENCE PRODUCTS \*  
\*\*\*\*\*

THIS IS THE FINAL RENEWAL AGAINST CONTRACT 001B4400069

ORIGINAL CONTRACT: 001B4400069

FIRST RENEWAL: 001B5400033

SECOND AND FINAL RENEWAL: 001B6400037

VENDOR CONTACT: CHRIS ISAACS  
VENDOR PHONE #: 202-536-4838

CONTRACT TERM: AUG. 13, 2015 THRU AUG 12, 2016 (ONE YEAR)

THIS CONTRACT WILL BE WITH THE SAME TERMS, CONDITIONS, AND PRICES.

THIS IS A FIRM FIXED PRICE CONTRACT IN THAT NO PRICE ESCALATION SHALL BE ALLOWED. HOWEVER, IN THE EVENT OF ANY SUCH DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

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### TERMS (cont'd):

PRODUCTS MUST MEET FEDERAL FLAMMABLE FABRICS STANDARDS.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. STATE USING AUTHORITIES AND INCLUDE ALL FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

#### PROCESSING FEE:

1. CONTRATOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO AWAWU.SALAKO@MARYLAND.GOV.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

#### DELIVERY:

SUPPLIERS ARE REQUIRED TO MAKE NO MORE THAN TWO (2) DELIVERIES EACH MONTH TO EACH INSTITUTION. FOR DELIVERIES IN EXCESS OF TWO (2) PER MONTH, THE VENDOR MAY ELECT TO ADD A DELIVERY FEE NOT TO EXCEED \$20. THE DELIVERY CHARGE SHALL BE CALCULATED AND ADDED TO INVOICES AS A SEPARATE LINE ITEM. STATE FACILITIES MUST MAKE EVERY EFFORT TO COMPLY WITH VENDOR'S NORMAL DELIVERY SCHEDULE WHEN POSSIBLE.

DELIVERY IS TO BE MADE WITHIN TEN (10) CALENDAR DAYS AFTER NOTIFICATION TO SHIP. DGS RESERVES THE RIGHT TO BID INDIVIDUAL REQUIREMENTS SEPARATE FROM THE CONTRACT WHEN IT IS DEEMED IN THE BEST INTEREST OF THE STATE.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR

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TERMS (cont'd):

BIODEGRADABLE MATERIALS.

ORDERS AS REQUIRED WILL BE PLACED DIRECT TO SUPPLIER BY THE USING  
AUTHORITIES, INDICATING DELIVERY AND BILLING INSTRUCTIONS.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	47564-H40064	CS	27.0400

BRIEF DISPOSABLE FITTED SIZE MEDIUM

MSC94000A 96/CASE

BRIEF, DISPOSABLE FITTED: SIZE MEDIUM; WAIST/HIP SIZE: 32-44 INCHES;  
BRIEF OVERALL WIDTH: 25 INCHES; BRIEF OVERALL LENGTH: 31 INCHES - 33  
INCHES; CORE/PAD LENGTH: 26 INCHES; BRIEF WIDTH AT CENTER/CROTCH: 11.  
INCHES; TOTAL OPTIMAL SUPER ABSORBENCY: APPROXIMATELY 1700 GRAMS;  
ACQUISITION LAYER: BLUE NONWOVEN; ELASTIC PER SIDE-GATHERS: 4;  
MOISTURE SENSITIVE: 2 LINES DRY; COLOR: YELLOW/AMBER; WETNESS  
INDICATOR: ACTIVATED COLOR - BRIGHT BLUE; REWET: MUST BE LESS THAN  
2.0G FOR PROPER SKIN MAINTENANCE; NEUTRALIZATION FACTOR: MUST BE LESS  
THAN 3 MINUTES POLYETHYLENE WATER PROOF BACKSHEET 1.0 MIL; ODOR  
REDUCING AGENTS: SUPER ABSORBENT POLYMER; SUPER SPUNBONDED  
POLYPROPYLENE; PRODUCT-MUST BE LATEX FREE; COLOR CODED BY SIZE; TAPE  
FASTENING TABS: 4.

0002	47564-H40065	CS	27.0400
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BRIEF DISPOSABLE FITTED SIZE LARGE

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MSC94500A 72/CASE

BRIEF, DISPOSABLE FITTED: SIZE LARGE; WAIST/HIP SIZE: 45 INCHES - 58 INCHES; BRIEF OVERALL WIDTH: 30 INCHES; BRIEF OVERALL LENGTH: 36 INCHES - 37.5 INCHES; CORE/PAD LENGTH: 30.5 INCHES; BRIEF WIDTH AT CENTER/CROTCH: 11.5 INCHES; TOTAL OPTIMAL SUPER ABSORBENCY: APPROXIMATELY 2000 GRAMS; ACQUISITION LAYER: BLUE NONWOVEN; ELASTIC PER SIDE-GATHERS: 4; MOISTURE SENSITIVE: 3 LINES DRY; COLOR: YELLOW/AMBER; WETNESS INDICATOR: ACTIVATED COLOR - BRIGHT BLUE; REWET: MUST BE LESS THAN 2.0G FOR PROPER SKIN MAINTENANCE; NEUTRALIZATION FACTOR: MUST BE LESS THAN 3 MINUTES; POLYETHYLENE WATER PROOF BACKSHEET 1.0 MIL; ODOR REDUCING AGENTS: SUPER ABSORBENT POLYMER; SUPER SPUNBONDED POLYPROPYLENE; PRODUCT - MUST BE LATEX FREE; COLOR CODED BY SIZE; TAPE FASTENING TABS: 4.

0003	47564-H40066	CS	27.0400
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BRIEF DISPOSABLE FITTED SIZE X-LARGE

MEDLINE MSC94600A 60/CASE

BRIEF, DISPOSABLE FITTED: SIZE - X-LARGE; WAIST/HIP SIZE: 59 INCHES - 65 INCHES; BRIEF OVERALL WIDTH: 32 INCHES - 33 INCHES; BRIEF OVERALL LENGTH: 39 INCHES - 40 INCHES; CORE/PAD LENGTH: 30.5 INCHES; BRIEF WIDTH AT CENTER/CROTCH: 11.5 INCHES; TOTAL OPTIMAL SUPER ABSORBENCY: APPROXIMATELY 2100 GRAMS; ACQUISITION LAYER: BLUE NONWOVEN; ELASTIC PER SIDE-GATHERS: 4; MOISTURE SENSITIVE: 3 LINES DRY; COLOR: YELLOW/AMBER; MUST MEET FEDERAL FLAMMABLE FABRICS STANDARDS; WETNESS INDICATOR: ACTIVATED COLOR - BRIGHT BLUE; REWET: MUST BE LESS THAN 2.0G FOR PROPER SKIN MAINTENANCE; NEUTRALIZATION FACTOR: MUST BE LESS THAN 3 MINUTES; POLYETHYLENE WATER PROOF BACKSHEET 1.0 MIL; ODOR REDUCING AGENTS: SUPER ABSORBENT POLYMER; SUPER SPUNBONDED POLYPROPYLENE; PRODUCT MUST BE LATEX FREE; COLOR CODED BY SIZE; TAPE FASTENING TABS: 4.

0004	47564-004588	CS	33.4800
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BRIEF, INCONTINENT, DISPOSABLE

MEDLINE ULTRAZPLUSSXXL 48/CASE

BRIEF, DISPOSABLE FITTED SIZE 2X-LARGE; OVERALL LENGTH - 40"; OVERALL WIDTH - 34"; WIDTH AT CROTCH - 11.5"; PAD LENGTH - 30"; PAD WIDTH AT WAIST FRONT - 15.5"; PAD WIDTH AT WAIST BACK - 15.5" ; PAD WIDTH AT

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CROTCH - 7"; AVERAGE PRODUCT WEIGHT (GRAMS) - 130.3; ABSORBENCY - ISO METHOD 11948-1 (GRAMS) - 2269; ACQUISITION LAYER - 3.25" BLUE NONWOVEN; SUPER ABSORBENT POLYMER - YES; PRODUCT COLOR - GREEN POLY; ELASTIC/SIDE - 4 WHITE STRANDS; WETNESS INDICATOR; NUMBER OF LINES - 3; DRY COLOR - YELLOW/AMBER; WET COLOR - BRIGHT BLUE; TAPE FASTENING SYSTEM; NUMBER OF TABS - 4; COLOR - BLUE DIAMOND PRINTED; FRONTAL TAPE PANELS - NO.

0005	47564-002336	CS	35.4500
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UNDERPAD, DISPOSABLE, EMBOSSED POLYETHYLENE BACKING, FIRE RETARDANT WITH MACERATED FLUFF FILLER, SEALED EDGES.

SIZE: 23 X 36, 150/CS

MINIMUM FINISHED PAD DRY WEIGHT 60.1 GRMS

MINIMUM TOTAL MOISTURE RETENTION 555.5 GRMS

MINIMUM TOTAL MOISTURE RETENTION 19.45 OUNCES

MINIMUM ABSORPTION FACTOR 9.18

UNDERPADS/BEDPADS - DISPOSABLE

SIZE: 23 INCHES X 36 INCHES MINIMUM

HEAVY OR MAXIMUM ABSORBENCY - FLUFF FILLED WITH SUPER ABSORBENT

HYGARD POLYMER OR EQUAL TO CONVERT FLUID INTO A GEL AND PREVENT

LEAKAGE. SUITABLE FOR USE WITH HEAVY OR COMPLETE LEVEL OF

INCONTINENCE. MOISTURE PROOF BACK, ODOR CONTROL, CAN BE USED ON

STANDARD AND AIR SUPPORT BEDS, HIGH STRENGTH AND RESISTANT TO TEARING

AND BUNCHING.

ATTENDS NIGHT PRESERVER UFPP-236V 150/CASE

0006	47564-001615	CS	40.9000
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UNDERWEAR PROTECTIVE DISP. LARGE

MEDLINE MSC33505 72/CASE

UNDERWEAR, DISPOSABLE PULL-UP, LARGE - 44" TO 58"; HEAVY

ABSORBENCY, TWO (2) CUPS/500 CC MIN.; FULL-RISE ELASTICIZED WAIST;

ANTI LEAK CUFFS; BREATHABLE OUTER COVER AND BREATHABLE PANELS FOR

ODOR REDUCTION; ULTRA ABSORBENT CORE TO WICK WETNESS AWAY FROM SKIN;

LATEX FREE.

0007	47564-H40722	CS	34.6000
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PULL-UP UNDERWEAR - DISPOSABLE - X-LARGE

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MEDLINE MSC33600 56/CASE

UNDERWEAR, DISPOSABLE PULL-UP, EXTRA LARGE - 54" TO 68"; HEAVY ABSORBENCY, TWO (2) CUPS/500 CC MIN.; FULL-RISE ELASTICIZED WAIST; ANTI LEAK CUFFS; BREATHABLE OUTER COVER AND BREATHABLE PANELS FOR ODOR REDUCTION; ULTRA ABSORBENT CORE TO WICK WETNESS AWAY FROM SKIN; LATEX FREE.

0008	47564-001605	CS	35.4500
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MEDLINE MSC33005 80/CASE

UNDERWEAR, DISPOSABLE PULL-UP, MEDIUM - 34" TO 46"; HEAVY ABSORBENCY, TWO (2) CUPS/500 CC MIN.; FULL-RISE ELASTICIZED WAIST; ANTI LEAK CUFFS; BREATHABLE OUTER COVER AND BREATHABLE PANELS FOR ODOR REDUCTION; ULTRA ABSORBENT CORE TO WICK WETNESS AWAY FROM SKIN; LATEX FREE. 80/CASE.

0009	47564-H40731	CS	85.4700
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MEDLINE BARIBRIEF 32/CASE

BRIEF, DISPOSABLE, BARIATRIC, XXXL, 65-94", BEIGE, HEAVY ABSORBENCY, HIGH CAPACITY CORE PROVIDES 20% MORE CONTAINMENT, DRYNESS LAYER PULLS FLUID AWAY FROM THE BODY TO HELP PROTECT SKIN FROM WETNESS, ULTRA-ABSORBENT CORE KEEPS MOISTURE AWAY FROM THE SKIN, WETNESS INDICATOR DISPLAYS WHEN BRIEF CHANGE IS NEEDED, SOFT CLOTH-LIKE OUTER COVER PROVIDES A MORE NATURAL FEEL, LATEX FREE, ODOR CONTROL PRODUCT, SAFE TABS ALLOW FOR MULTIPLE RE-FASTENINGS.

0010	47564-017524	CS	24.0200
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UNDERPAD, DISPOSABLE, EMBOSSED POLYETHYLENE BACKING, FIRE RETARDANT W/ MACERATED FLUFF FILLER, SEALED EDGES, 17 1/2" X 24", 300/CASE MIN. TOT TOTAL MOISTURE RETENTION OF 298.5 GMS, MINIMUM FINISHED PAD DRY WEIGHT OF 30.6 GMS, MINIMUM TOTAL MOISTURE RETENTION OF 10.53 OUNCES, MINIMUM ABSORPTION FACTOR OF 9.18  
NOTE: CAN NOT BE ANY BIGGER THEN SPECIFIED SIZE  
BRAND: MEDLINE #MSC281230 300/CASE

END OF ITEM LIST

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### TERMS (cont'd):

QUANTITIES REPRESENTED ARE ESTIMATED TWELVE (12) MONTH USAGE AND ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE PURCHASE ORDER, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTED VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

CORPORATE "P" PURCHASING CARDS MAY BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION

REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:  
MARGARET.HAJIANTONI@DGS.STATE.MD.US  
HOWARD.MCLAIN@DGS.STATE.MD.US

THE MARYLAND DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

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### TERMS (cont'd):

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:

OR

- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE